



SEABOARD COAST LINE RAILROAD COMPANY

Treasury Department
P. O. Box 27581
Richmond, Virginia 23261

LEONARD G. ANDERSON
VICE PRESIDENT AND TREASURER

Mr. H. Gordon Homme
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

6288-A 7-222A023
AUG 10 1977-2 45 PM

July 29, 1977

ICC Washington, D. C.
Fees \$ 1.00

Re: Seaboard Coast Line Railroad Equipment Trust, No. 7
dated as of September 1, 1971

Dear Mr. Homme:

I enclose for filing and recordation under the provisions of Section 20c of the Interstate Commerce Act, as amended, executed counterparts Nos. 1 and 2 of a Statement of New Road Numbers and Lettering and Transfer of Trust Equipment, dated as of August 1, 1977, subject to the above-entitled agreement, described in detail below, filed with the Commission for recordation on August 23, 1971, at 9:15 A.M., and bearing Recordation No. 6288. Each of the enclosed counterparts constitutes an original and for recordation purposes counterpart No. 2 may be treated as an original.

1. Names and addresses of parties to the statement

- (a) Trustee and Lessor - Mercantile-Safe Deposit and Trust Company, Baltimore, Maryland.
- (b) Lessee, Guarantor and Transferor - Seaboard Coast Line Railroad Company, 3600 West Broad Street, Richmond, Virginia.
- (c) Transferee - Clinchfield Railroad Company, 229 Nolichucky Avenue, Erwin, Tennessee

2. Description of the equipment covered by the statement

The following described equipment is marked as follows:

SEABOARD COAST LINE RAILROAD EQUIPMENT TRUST, NO. 7—
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, BALTIMORE,
MARYLAND, TRUSTEE, OWNER, LESSOR.

Mr. H. Gordon Homme

<u>General Description</u>	<u>Orig. SCL Road Numbers</u>	<u>New CRR Road Numbers</u>
7 3600 H.P. Model SD-45 Diesel-Locomotives	2038 - 2044, incl.	3625 - 3631, incl.

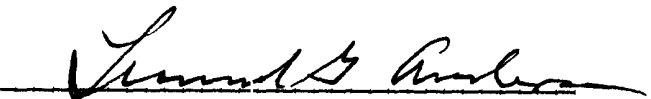
3. The original statement (counterpart No. 2) should be returned to Mr. Erle J. Zoll, Jr., 1000 Connecticut Avenue, N.W., Suite 1005, Washington, D. C. 20036, acting on my behalf.

Voucher payable to the order of the Interstate Commerce Commission in the amount of \$10.00 to cover the recordation fee for the statement is enclosed.

Very truly yours,

SEABOARD COAST LINE RAILROAD
COMPANY

By



Leonard G. Anderson
Vice President and Treasurer

6288-A

ADD. 1977-2-11

COMMITTEE 1
4

SEABOARD COAST LINE RAILROAD EQUIPMENT TRUST, NO. 7

Statement of New Road Numbers and Lettering
and Transfer of Trust Equipment

Pursuant to Section 4.6 of that certain Equipment Trust Agreement dated as of September 1, 1971, between Mercantile-Safe Deposit and Trust Company, as Trustee (hereinafter called "Trustee"), and Seaboard Coast Line Railroad Company (hereinafter called "SCL"), filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act, as amended, and assigned Recordation No. 6288, new road numbers are hereby substituted for the road numbers upon the Trust Equipment as follows:

<u>Trust Equipment</u>	<u>Orig. SCL Road Numbers</u>	<u>New CRR Road Numbers</u>
7 3600 H.P. Model SD-45 Diesel-Locomotives	2038 - 2044, incl.	3625 - 3631, incl.

The above-described Trust Equipment will be relettered "Clinchfield Railroad Company", "Clinchfield" or "CRR", or in some other appropriate manner for convenience of identification of the interest therein of the Clinchfield Railroad Company (hereinafter called "CRR") as an affiliate of SCL. Such new numbers and lettering shall become effective as of the date on which they are physically affixed to or stencilled on the Trust Equipment, with renumbering and relettering being progressed as soon as practicable.

Pursuant to Section 4.8 of the aforesaid Equipment Trust Agreement, SCL, for and in consideration of One Dollar (\$1.00)

and other good and valuable considerations, hereby transfers and sets over the above-described Trust Equipment, AS IS WHERE IS, to itself and its affiliate, Louisville and Nashville Railroad Company, their respective successors and assigns, jointly and severally, as operators of the properties of the line of railroad known as "Clinchfield Railroad Company" (hereinafter called "CRR").

TOGETHER WITH all of the rights and interests of SCL under the aforesaid Equipment Trust Agreement in respect of the above-described Trust Equipment.

TO HAVE AND TO HOLD all and singular the above-described Trust Equipment unto the SCL and L&N, their respective successors and assigns, SUBJECT, HOWEVER, to all of the liens, terms and conditions of the aforesaid Equipment Trust Agreement.

SCL and L&N hereby jointly and severally agree to pay to Trustee, as nominee of SCL, the principal of the deferred purchase price remaining unpaid to Trustee on the above-described Trust Equipment, together with interest owing thereon, and all casualty, penalty and other payments, taxes and assessments incident thereto, as provided for in the aforesaid Equipment Trust Agreement.

SCL and L&N hereby jointly and severally further agree to assume all duties, obligations and liabilities of SCL under the aforesaid Equipment Trust Agreement in respect of the above-described Trust Equipment; EXCEPTING, HOWEVER, all obligations and

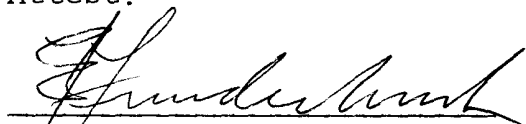
liabilities of SCL under the aforesaid Equipment Trust Agreement as guarantor in respect of the Equipment Trust Certificates issued thereunder; IT BEING UNDERSTOOD AND AGREED that, notwithstanding the transfer of the above-described Trust Equipment, all duties, obligations and liabilities of SCL under the aforesaid Equipment Trust Agreement shall remain enforceable against SCL by the Trustee, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective names by their respective officers thereunto duly authorized, and their respective corporate seals to be affixed, duly attested, as of the first day of August, 1977.


SEABOARD COAST LINE RAILROAD
COMPANY

[Corporate Seal]

Attest:


Assistant Secretary

By

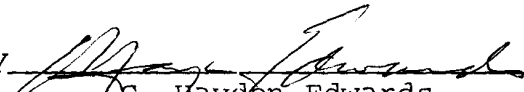

Leonard G. Anderson
Vice President and Treasurer

LOUISVILLE AND NASHVILLE
RAILROAD COMPANY

[Corporate Seal]

Attest:


Assistant Secretary

By 
C. Hayden Edwards
Vice President, Secretary
and Treasurer

ACKNOWLEDGMENT

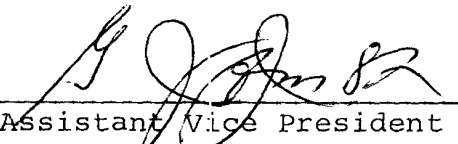
Mercantile-Safe Deposit and Trust Company, as Trustee under the aforesaid Equipment Trust Agreement, hereby acknowledges the transfer of the above-described Trust Equipment, together with all of Seaboard Coast Line Railroad Company's rights under the aforesaid Equipment Trust Agreement in respect thereof, and filing of the foregoing Statement of New Road Numbers and Lettering and Transfer of Trust Equipment as set forth therein.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY

[Seal]

Attest:


Corporate Trust Officer

By 
Assistant Vice President

STATE OF VIRGINIA)
) ss.
CITY OF RICHMOND)

On this 19th day of July, 1977, before me personally appeared LEONARD G. ANDERSON, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

CW Whitehurst
Notary Public

My commission expires April 30, 1979.

STATE OF ~~KENTUCKY~~ FLORIDA)
) ss.
COUNTY OF ~~JEFFERSON~~ DUVAL)

On this 19th day of July, 1977, before me personally appeared C. HAYDEN EDWARDS, to me personally known, who, being by me duly sworn, says that he is Vice President, Secretary and Treasurer of LOUISVILLE AND NASHVILLE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

John L. Garbade
Notary Public

My commission expires

Notary Public, State of Florida at Large
My Commission Expires Aug. 11, 1980
Bonded By American Fire & Casualty Company

STATE OF MARYLAND)
) ss.
CITY OF BALTIMORE)

On this *26th* day of July, 1977, before me personally appeared **G. J. Johnston**, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

Dorothy E. Schatz

Notary Public

My commission expires *7-1-78*

DOROTHY E. SCHATZ
NOTARY PUBLIC
My Commission Expires July 1, 1978